

CORPORATE ACCOUNT OPENING FORM

ACCOUNT NUMBER:.....

ACCOUNT NAME:.....

Corporate Account Opening Form

COMPANY'S DETAILS

(Please complete in block letters and tick appropriately)

Company Name: * RC Number: *

Company's Address: *
.....

Date of Incorporation: * Tax Identification Number (TIN): *

Nature of Business: * Telephone No.:

E-mail Address: Website (if any):

Annual Turnover: * <50 Million ☐ 50 Million - 99.9 Million ☐ 100 Million - 499.9 Million ☐

500Billion - 999.9 Million ☐ 1 Billion - 4.9 Billion ☐ 5 Billion & Above ☐

DIRECTORS DETAILS

DIRECTOR 1

Title: Gender: Male ☐ Female ☐

Name: *
Surname First Name Other Name

Date of Birth: * Mother's Maiden Name: *

State of Origin/L.G.A: * BVN:

Residential Address: *
.....

Mobile No.: * Telephone No.: *

Identification Documents: * Drivers Licence ☐ International Passport ☐ Utility Bill ☐

National ID Card ☐ Permanent Voters Card ☐

Signature: *

Date: *
Day Month Year

Corporate Account Opening Form

DIRECTOR 2

Title: Gender: Male ☐ Female ☐

Name: *
Surname First Name Other Name

Date of Birth: * Mother's Maiden Name: *

State of Origin/L.G.A.: * BVN:

Residential Address: *
.....

Mobile No.: * Telephone No.: *

Identification Documents: * Drivers Licence ☐ International Passport ☐ Utility Bill ☐
National ID Card ☐ Permanent Voters Card ☐

Signature: * Date: *
Day Month Year

DIRECTOR 3

Title: Gender: Male ☐ Female ☐

Name: *
Surname First Name Other Name

Date of Birth: * Mother's Maiden Name: *

State of Origin/L.G.A.: * BVN:

Residential Address: *
.....

Mobile No.: * Telephone No.: *

Identification Documents: * Drivers Licence ☐ International Passport ☐ Utility Bill ☐
National ID Card ☐ Permanent Voters Card ☐

Signature: * Date: *
Day Month Year

Corporate Account Opening Form**BANK DETAILS**

Bank Name: * Account No.:

Account Name: *

BVN: * Date of Opening:

Account Type: * Savings ☐ Current ☐**DETAILS OF AUTHORIZED SIGNATORY****AUTHORIZED SIGNATORY 1**Title: Gender: Male ☐ Female ☐

Name: *

Surname

First Name

Other Name

Designation: * Class: * A ☐ B ☐

Date of Birth: * E-mail Address: *

Residential Address: *

..... BVN: *

Mobile No.: * Telephone No.: *

Identification Documents: * Drivers Licence ☐ International Passport ☐
National ID Card ☐ Permanent Voters Card ☐ Utility Bill ☐Signature: * Date: *
Day Month Year**AUTHORIZED SIGNATORY 2**Title: Gender: Male ☐ Female ☐

Name: *

Surname

First Name

Other Name

Designation: * Class: * A ☐ B ☐

Date of Birth: * E-mail Address: *

Corporate Account Opening Form

Residential Address: *

..... BVN: *

Mobile No.: *

Telephone No.: *

Identification Documents: * Drivers Licence ☐ International Passport ☐

National ID Card ☐ Permanent Voters Card ☐ Utility Bill ☐

Signature: *

Date: *
Day Month Year

AUTHORIZED SIGNATORY 3

Title:

Gender: Male ☐

Female ☐

Name: *

Surname

First Name

Other Name

Designation: *

Class: * A ☐ B ☐

Date of Birth: * E-mail Address: *

Residential Address: *

..... BVN: *

Mobile No.: *

Telephone No.: *

Identification Documents: * Drivers Licence ☐ International Passport ☐ Utility Bill ☐

National ID Card ☐ Permanent Voters Card ☐

Signature: *

Date: *
Day Month Year

INVESTMENT DETAILS

Management Mode: * Discretionary ☐

Non-Discretionary ☐

Mode of Investment: * Cash: ₦ Equities worth: ₦

If equities, please attach schedule

Mode of payment: * Cheque ☐ Bank Transfer ☐

Corporate Account Opening Form

Investment Objective: *Capital Preservation ☐ Capital Appreciation ☐
Growth ☐ Income & Growth ☐

TIME HORIZON FOR INVESTMENT

Immediate Access (1 – 2years) * ☐ Short Term (2 – 5years) * ☐
Intermediate (5 – 10years) * ☐ Long Term (10years & Above) * ☐
Liquidity / Income requirement (if any) * ☐

CLIENT RISK SENSITIVITY *

High-risk ☐ Moderate ☐ Low-risk ☐

REQUIRED DOCUMENTS

1. Certificate of Incorporation. ☐ 2. Memorandum and Articles of Association. ☐ 3. Forms CO7 Particulars of Directors. ☐ 4. Form CO2 Allotment of Shares. ☐ 5. Board Resolution. ☐ 6. Valid ID card of Directors and Authorised Signatory. ☐ 7. Company current utility bill issued within the last three months. ☐ 8. Passport Photograph of Directors and Authorised Signatory. ☐ 9. Special Control Unit on Money Laundering (SCUML) Certificate as applicable to applicant. ☐

Note: (i) Please note that all information provided may be verified using independently sourced documents, data or information and may be kept up to date. In addition, such information may also be shared with Regulators.
(ii) Investors resident outside Nigeria would be required to notarize their KYC documents.

BOARD RESOLUTION / SIGNATURE MANDATE

After the board meeting held on the at.....
....., it was resolved that an account be opened with

AUTHORIZED PERSON 1

Title:

Name: *

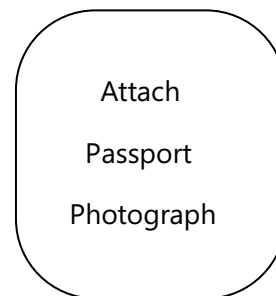
First Name: *

Other Name: *

Designation: * Class: * A ☐ B ☐

Signature: *

Date: *
Day Month Year



Corporate Account Opening Form

AUTHORIZED PERSON 2

Title:

Name: *

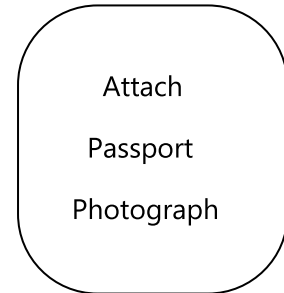
First Name: *

Other Name: *

Designation: * Class: * A ☐ B ☐

Signature: *

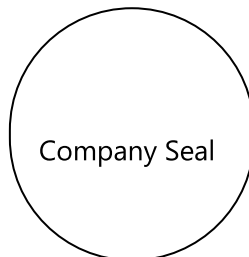
Date: *
Day Month Year



MANDATE/SIGNING INSTRUCTION: *

Director's Signature *

Day Month Year



Company Secretary Signature *

Day Month Year

FOR OFFICIAL USE ONLY

Authorisation to Open Account

B & B Wealth Control Team:

Date: *
Day Month Year

Corporate Account Opening Form

Email Indemnity

Dear Sir/Madam

AUTHORISATION GIVEN IN RELATION TO THE PROCESSING OF ELECTRONIC MAIL INSTRUCTIONS ISSUED
IN RELATION TO INVESTMENTS HELD WITH B&B WEALTH MANAGEMENT OPERATED BY

I/We refer to Investment(s) with B&B Wealth Management with account number(s) _____
(hereinafter jointly and severally called "the Investment" which expression shall be deemed to include any reclassification or renumbering of the investments specified herein as well as any other investments that I/We may subsequently establish and operate with B&B WEALTH MANAGEMENT at 1st Floor, Ogun State House, Plot 74, Cadastral Zone AD, Central Business District, Abuja may from time to time maintain elsewhere in Nigeria) and wish to advise and confirm as follows:

1. That I/we hereby authorize B&B WEALTH MANAGEMENT to honour for and to debit the Investment in line with any and all payment instructions received in my/our name in accordance with the agreed mandate for the operation of the Investment which mandate it received in a format which bears or purports to bear the electronic scan, facsimile or electronic mail signature of the person(s) whose specimen signature(s) are from time to time provided by me/us in relation to the mandate for the Account and where B&B WEALTH MANAGEMENT honoured such instructions in such circumstance prior to the date hereof its actions in that regard are hereby rectified confirmed and approved.

2. That B&B WEALTH MANAGEMENT is authorised to honour for and to the debit the Investment any and all payment instructions/confirmations issued or provided by me/us using the format for such instructions/confirmation agreed with B&B WEALTH MANAGEMENT and which format includes but is not limited to written instructions/confirmation and where such instructions/confirmations are given in writing may be given by letter, electronic scan, or electronic mail as provided in item 1 hereof and where B&B WEALTH MANAGEMENT has honoured any written instructions/confirmations in such circumstances prior to the date hereof its actions in that regard are hereby rectified confirmed and approved.

3. That I/We hereby authorize B&B WEALTH AMANGEMENT to honour for and to the debit the Investment any and all redemption instructions that are in such amounts as may from time to time fall within the category of redemption instructions for which confirmations are not required and where such requests are honoured, in the absence of fraud or negligence by B&B WEALTH MANAGEMENT or any of its employees, B&B WEALTH MANAGEMENT shall not be held liable for honouring such redemption instructions even if it is subsequently discovered that the relevant payment instruction should not have been compiled with and/or did not actually emanate from me/us.

4. That all authorizations given by me/us and certified to B&B WEALTH MANAGEMENT as currently governing the operation of the Investment are hereby continued in full force and effect except as the same may have been supplemented or modified by the terms of this authorization. B&B WEALTH MANAGEMENT may rely upon this authorization and I/we will not hold B&B WEALTH MANAGEMENT liable for any actions it may take pursuant to this authorization unless and except this authorization is revoked or modified by any subsequent authorization issued by me/us and a copy of such subsequent authorization has been received by B&B WEALTH MANAGEMENT

5. I/We understand and acknowledge that electronic scan, electronic mail, facsimile and verbal communications are insecure transmission media. I/We hereby undertake to indemnify B&B WEALTH MANAGEMENT in full for any loss you may suffer or incur by reason of honoring such instructions via electronic mail, facsimile or other formats agreed between me/us with B&B WEALTH MANAGEMENT provided that B&B WEALTH MANAGEMENT has taken all measures prescribed by its internal policies and practices to verify the authenticity of such communications irrespective of whether same are in fact erroneous fraudulent or issued otherwise than as aforesaid.

6. This Indemnity shall remain valid and binding on me/us throughout the period that the Account is maintained and operated by me/us with B&B WEALTH MANAGEMENT.

Client's Name: _____

Signature(s): _____

Dated this _____ day of _____, 20____

(Signed over a N500 stamp by the authorized signatory or signatories to the Investment Account) In the presence of

Name: _____

Address: _____

Occupation: _____

Signature: _____

Risk Disclosure Statement:

General Risk Warning: Investments involve risks. The value of securities may fluctuate, and investors may receive less than their original investment upon sale. Past performance is not indicative of future results. Certain investment products may not be suitable for all investors. It is essential to assess each investor's risk appetite prior to making investment decisions.

Investment Risk: All investments carry the risk of capital loss. Numerous unforeseen events—including regulatory actions, political or economic instability (domestic or international), and force majeure (e.g., war,

terrorism, pandemics, natural disasters)—can cause significant market volatility and impact the value of investments.

Market Liquidity Risk: Some securities may trade at low volumes, leading to reduced liquidity. This may hinder timely liquidation and affect pricing. External factors such as interest rate changes, currency fluctuations, and market volatility may also influence security values.

Currency Risk: Investments in foreign currency-denominated assets are subject to exchange rate fluctuations, which can positively or negatively impact returns. In cross-currency financing, while lower interest rates may seem attractive, adverse currency movements can result in substantial losses.

Foreign Exchange Trading Risk: Foreign exchange (FX) trading is speculative and involves significant leverage and price volatility, increasing the risk of substantial losses.

Execution Risk: As broker, B&B Wealth Management may, under certain conditions, be unable to execute client orders due to unfavorable market conditions, unmatched orders, or restrictions imposed by regulatory authorities or exchanges.

Settlement Risk: Settlement delays may occur due to technological issues, potentially impacting the execution of client transactions.

Emerging Market Risk: Investing in emerging markets (including Nigeria and other African nations) involves additional risks such as market volatility, limited liquidity, currency instability, lack of reliable information, and socio-political uncertainties.

Securities Borrowing and Lending: When borrowing securities, clients must provide collateral. Additional collateral may be required on short notice. Failure to comply may result in B&B Wealth Management liquidating the borrowed securities without prior notice. When lending securities to B&B Wealth Management, clients temporarily relinquish ownership rights but retain the right to equivalent securities and dividends.

Regulatory Risk: B&B Wealth Management operates under the jurisdiction of applicable regulatory authorities. Legislative or regulatory changes may impact brokerage operations. All transactions are subject to compliance with applicable laws and regulations. Transactions deemed non-compliant may be invalidated.

Derivatives Trading Risk: Trading derivatives (futures, options, warrants) carries significant risk, especially when used for speculative rather than hedging purposes.

Futures: Futures contracts are leveraged products. Small market movements can have disproportionately large impacts on invested capital. This may result in either significant gains or complete loss of margin and additional required deposits. Failure to meet margin calls can lead to forced liquidation and further liabilities. Risk management tools (e.g., stop-loss orders) may not always be effective in volatile markets.

Options: Option buyers risk losing the entire premium and associated transaction costs if the option expires worthless. Sellers (writers) of options face higher risks, including potentially unlimited losses. Margin requirements may increase rapidly, and obligations to settle exercised options may result in significant exposure.

Warrants: Warrants are highly leveraged instruments. Small price changes in the underlying assets can lead to large fluctuations in the warrant value, potentially resulting in total investment loss.

Note: This statement does not cover all risks associated with derivatives trading. Clients should only engage in such transactions if they fully understand and accept the associated risks.

Pledge Agreement

- Pledge of Assets:** The Client ("Pledgor") hereby pledges, free of encumbrance, all securities, funds, and other assets held by or deposited with B&B Wealth Management, including those held in B&B Wealth Management's name as nominee (the "Pledged Assets").
- Scope of Pledge:** The pledge extends to all current and future rights associated with the Pledged Assets, including interest, dividends, subscription and option rights, and bonuses. It also covers exchanged or newly added assets in the Pledgor's account(s).
- Security for Obligations:** This pledge secures all present and future obligations the Pledgor owes to B&B Wealth Management, including those arising from third-party guarantees. It includes principal, interest, commissions, fees, and any applicable charges.
- Additional Collateral:** B&B Wealth Management may request additional collateral or repayment of outstanding obligations at any time.
- Transfer and Ownership:** The Pledgor agrees to take all steps necessary to transfer the Pledged Assets in good, negotiable condition. Upon request, the Pledgor shall execute all documents required for B&B Wealth Management to take legal title or registration of said assets.
- Right to Sell or Realize Assets:** B&B Wealth Management, at its sole discretion and in compliance with applicable laws, may sell, dispose of, or charge the Pledged Assets if:
 - Their value declines or threatens to decline below an acceptable threshold.
 - The Pledgor fails to meet payment demands.
 - Any event occurs that, in B&B Wealth Management's opinion, impairs the Pledgor's ability to meet obligations (e.g., insolvency or bankruptcy).
- No Prior Notice Required:** B&B Wealth Management may take action on the Pledged Assets (including public or private sale or covering short positions) without prior notice or legal formality under Nigerian law.
- No Waiver:** A demand or notice does not waive B&B Wealth Management's right to act without further notice. Failure to act does not waive future rights.

Corporate Account Opening Form

9. **Application of Proceeds:** Proceeds from any asset sale will be applied towards the Pledgor's obligations, including principal, interest, fees, and costs.
10. **Deficit Liability:** The Pledgor remains liable for any shortfall following asset liquidation and agrees to pay such deficits upon demand.
11. **Lending of Pledged Assets:** B&B Wealth Management may lend the Pledged Assets to itself or third parties.
12. **Applicability of General Conditions:** These General Conditions apply to this Pledge Agreement and are deemed incorporated herein.

Client Declaration: The Client or their authorized representative hereby declares and acknowledges:

1. That they have read, understood, and accepted all terms of this Agreement and the attached Risk Disclosure Statement.
2. That any disputes arising hereunder shall be resolved through arbitration.

Name of Account Holder: _____

Signature of Account Holder: _____

Name of Account Holder: _____

Signature and Company Seal: _____

Dated this _____ day of _____ 20_____

Independent Client Agreement

Discretionary Investment Management Services:

This Independent Client Agreement ("Agreement") is entered into between B&B Wealth Management (hereinafter referred to as the "Manager") and the undersigned client (hereinafter referred to as the "Principal"). The Principal hereby appoints the Manager to provide discretionary investment management services in accordance with the following terms and conditions:

1. Appointment and Authority:

- 1.1 The Principal appoints the Manager as its agent to manage and invest, on a discretionary basis, the securities, funds, and other assets entrusted to it (the "Assets").
- 1.2 Unless expressly instructed otherwise in writing, the Manager shall have full authority to purchase, sell, reinvest, and otherwise deal with the Assets as it deems appropriate, subject to the investment objectives stated in the Account Opening Form.
- 1.3 The Manager shall exercise such discretion in good faith and in accordance with prevailing market conditions.

2. Fees and Charges:

- 2.1 The Principal shall pay the Manager the following fees:
 - (a) Management Fee An annual fee of 2.5% of the value of Assets under Management (AUM), charged quarterly in advance.
 - (b) Performance Fee 15% of profits of ₦1,000,000 or more above applicable equity or fixed-income benchmarks; and 30% of profits below ₦1,000,000 above benchmarks; Charged bi-annually in arrears.
- 2.2 For non-discretionary accounts, the Manager shall charge an annual management fee of 2.5% of the market value of the Assets, payable quarterly in advance.
- 2.3 The Manager reserves the right to review the above fees in line with prevailing market conditions. Any such review shall be notified to the Principal in writing prior to implementation.

3. Limitation of Liability:

- 3.1 The Manager shall not be liable for any loss, diminution in value, or other adverse outcome arising from investment decisions made in good faith.
- 3.2 The Manager shall, however, remain liable for losses resulting directly from wilful misconduct, bad faith, gross negligence, or reckless disregard of its obligations under this Agreement.
- 3.3 The Principal acknowledges that all investments involve risk and that past performance is not indicative of future results.

4. Redemption and Valuation:

- 4.1 The Principal may redeem all or part of their investment upon giving not less than seven (7) business days' written notice to the Manager.

4.2 Redemption shall be effected at the market value of the Assets as at the date of receipt of such notice, adjusted for applicable purchase or sale costs.

4.3 Valuation of Assets shall be based on the latest available market prices and, where applicable, in accordance with industry standards.

5. Income Treatment:

- 5.1 Unless otherwise directed in writing, all dividends, interest, and capital gains shall be automatically reinvested into the Assets.
- 5.2 No income distributions shall be made to the Principal except as expressly provided for under this Agreement.

6. Special Instructions:

- 6.1 Any special instructions from the Principal must be communicated to the Manager in writing.
- 6.2 Such instructions may be amended, supplemented, or revoked at any time by written notice to the Manager.

7. General Conditions:

- 7.1 The General Conditions of B & B Wealth Management are incorporated herein by reference and shall form part of this Agreement.
- 7.2 In the event of conflict between this Agreement and the General Conditions, the provisions of this Agreement shall prevail.
- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. B & B Wealth Management Investments

1. Subscription: The undersigned Participant(s) hereby subscribes to the following investment product(s) (tick as applicable):

Single Investments:

- B & B Wealth Money Market Investment.
- B & B Wealth Fixed Income Investment.
- B & B Wealth Equity Investment.

Investment Portfolios:

- Aggressive Growth Portfolio.
- Long-Term Growth Portfolio.
- Balanced Portfolio.
- Conservative Balanced Portfolio.

Currency: ☐ NGN ☐ USD ☐ GBP ☐ EUR

2. Investment Philosophy: The Manager shall pursue an active investment management strategy, investing primarily in quoted securities and other permissible instruments, with the objective of achieving the Principal's stated financial goals.

3. Additional Fee Provisions:

- 3.1 Fees set out in Clause 2 shall apply mutatis mutandis to investment portfolio products.
- 3.2 In the case of Ethical Investments, management and performance fees shall only apply where capital growth is achieved.
- 3.3 For funds invested through third-party vehicles, the Principal acknowledges that such funds may also be subject to the primary fund manager's fees.

Executed by the Parties:

Name of Account Holder: _____

Signature of Account Holder: _____

Name of Account Holder: _____

Signature and Company Seal: _____

Dated this _____ day of _____ 20_____

B & B Wealth Control Team: _____

Dated this _____ day of _____ 20_____